



1 conditions; and

2 It being represented to the Court that all of the parties are in agreement as to the terms of  
3 the said Protective Order; therefore,

4 It is hereby ORDERED that:

5 1. Defendant New Albertson's, Inc., will disclose documents that it designates  
6 "Confidential and Proprietary" to the parties to this suit and their attorneys, only pursuant to this  
7 Order and under the conditions that follow.

8 2. Any and all of the aforesaid materials disclosed by New Albertson's, Inc., and the  
9 contents thereof shall be maintained in confidence by counsel for the plaintiffs to the above-  
10 captioned litigation. The aforesaid materials shall not be photocopied, reproduced and/or  
11 disseminated to any third-party without the prior consent of counsel for New Albertson's, Inc., or  
12 until further order of this Court.

13 3. Any and all of the aforesaid materials disclosed by New Albertson's, Inc and the  
14 contents thereof shall be used only in connection with the above-captioned matter and shall not be  
15 used for any other purpose whatsoever.

16 4. No person who examines any document produced pursuant to this order shall  
17 disseminate orally, in writing, or by any other means, the document(s) or the information  
18 contained therein, to any person not also authorized to examine documents under the terms of this  
19 order.

20 5. Counsel for plaintiffs may permit an expert or experts hired by the plaintiffs to  
21 review the documents subject to this Protective Order, but counsel for the plaintiffs must first  
22 obtain from said expert(s) a written statement confirming the expert's agreement to comply with  
23 every element of this Protective Order. Said expert(s) shall agree that the documents and the  
24 contents thereof shall not be disclosed to any other person or entity and said documents shall not  
25 be photocopied or reproduced by any means. Any documents provided to expert(s) must be

1 returned to New Albertson's, Inc within thirty (30) days from the conclusion of the above-  
2 captioned litigation pursuant to the terms of paragraph 8 below.

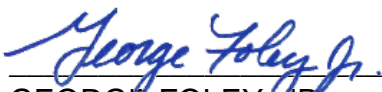
3 6. Notwithstanding the foregoing provisions, this Order shall be without prejudice to  
4 the right of any party to challenge the propriety of discovery on any grounds including, but not  
5 limited to, relevance, privilege and materiality.

6 7. Notwithstanding the foregoing provisions, this Order shall not restrict in any  
7 manner the right of any party to offer or use as evidence at the trial of this action any of the  
8 documents subject to this Protective Order and nothing contained herein shall be construed as a  
9 waiver of any objection which might be raised as to the admissibility of any evidentiary material.

10 8. At the conclusion of this lawsuit by settlement, a jury verdict, non-suit, dismissal,  
11 by judgment order or otherwise, all New Albertson's, Inc., materials, including any and all copies,  
12 or renditions made from the materials, shall be returned to New Albertson's, Inc within thirty (30)  
13 days.

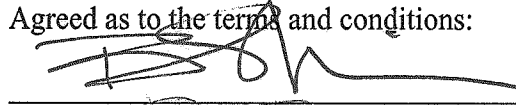
14 9. A breach of the terms of this Order shall entitle New Albertson's, Inc, to  
15 appropriate sanctions, including but not limited to attorneys fees and costs incurred in the  
16 enforcement of this Order.

17 DATED this 28th day of August, 2012.

18  
19  
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21 GEORGE FOLEY, JR.  
22 United States Magistrate Judge  
23  
24  
25

1 Agreed as to the terms and conditions:

2   
3 Counsel for Plaintiff

4   
5 Counsel for Defendant

6 Attorneys for Defendants DATED this \_\_\_\_ day of \_\_\_\_\_, 2012.

7 Respectfully Submitted,

8 **BACKUS, CARRANZA & BURDEN**

9 By: \_\_\_\_\_

10 Jack P. Burden, Esq.  
11 3050 South Durango Drive  
12 Las Vegas, NV 89117

13 Attorneys for Defendant

14 DATED this 27 day of August, 2012.

15 Respectfully Submitted,

16 **BACKUS, CARRANZA & BURDEN**

17 By: \_\_\_\_\_

18 Jack P. Burden, Esq.  
19 3050 South Durango Drive  
20 Las Vegas, NV 89117  
21 Attorneys for Defendant *New Albertson's, Inc.*